

EXHIBIT A



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NATIONAL HOCKEY LEAGUE
AND
NATIONAL HOCKEY LEAGUE PLAYERS' ASSOCIATION**

SEPTEMBER 16, 2012 - SEPTEMBER 15, 2022

ARTICLE 18

SUPPLEMENTARY DISCIPLINE FOR ON-ICE CONDUCT

18.1 *Supplementary Discipline for On-Ice Conduct.* "Supplementary Discipline for On-Ice Conduct" means any supplementary discipline imposed by the Commissioner or his designee for Player conduct either on the ice or in the Player or penalty bench areas vis-à-vis other participants in the game (*i.e.*, other Players, coaches or on-ice officials) in violation of the League Playing Rules. Supplementary Discipline for On-Ice Conduct may take the form of a fine or a suspension. Notwithstanding anything stated in Article 17 (Grievances) of this Agreement, all incidents involving review by the League (*i.e.*, the Commissioner or his designee) for Supplementary Discipline for On-Ice Conduct will be processed in accordance with this Article.

18.2 *General.* It is the parties' intention to impose Supplementary Discipline for On-Ice Conduct in a swift, effective and consistent manner with respect to conduct proscribed by League Playing Rules, including the use of excessive and unnecessary force and reckless acts resulting in injury. In doing so, however, the parties do not intend to alter the basic fabric of our game. In deciding on Supplementary Discipline for On-Ice Conduct, the following factors will be taken into account:

- (a) The type of conduct involved: conduct in violation of League Playing Rules, and whether the conduct is intentional or reckless, and involves the use of excessive and unnecessary force. Players are responsible for the consequences of their actions.
- (b) Injury to the opposing Player(s) involved in the incident.
- (c) The status of the offender and, specifically, whether the Player has a history of being subject to Supplementary Discipline for On-Ice Conduct. Players who repeatedly violate League Playing Rules will be more severely punished for each new violation.
- (d) The situation of the game in which the incident occurred, for example: late in the game, lopsided score, prior events in the game.
- (e) Such other factors as may be appropriate in the circumstances.

18.3 *Preliminary Review.*

(a) A preliminary review will be made by the League as soon as reasonably possible following the conclusion of the game in which the incident took place. In reviewing such incident, the League may conduct a preliminary review of the following, if available: video footage, reports of on-ice officials, Officiating Managers, and written medical information from the Club concerning a Player involved in the incident in question.

(b) When a penalty is imposed which calls for automatic suspension, the Player will be immediately suspended from further competition pending the League's preliminary review.

18.4 Evidence.

(a) If the League intends to rely, and in fact relies, exclusively, on any of the following: (i) video footage, (ii) reports of on-ice officials and/or Officiating Managers, (iii) written reports from a doctor(s) based on an examination of a Player involved in the incident in question, (iv) written medical information from the Club concerning a Player involved in the incident in question if a doctor's report is not available, and/or (v) information presented by the Player, the Player's Certified Agent, the Player's Club, or the NHLPA at a telephonic or in-person hearing held pursuant to Sections 18.7(d), 18.8 or 18.9, then the procedures set forth in this Article 18 shall govern exclusively. The League shall make all reasonable efforts to cause the Club to obtain a written report from a doctor (as opposed to written medical information from the Club) concerning the Player involved in the incident in question. A doctor's report based on an examination of the Player is preferred evidence of such Player's medical status.

(b) If the League intends to rely on evidence other than or in addition to the types of evidence described in subparagraph (a) above, such as evidence or information obtained in Player or non-Player interviews or communications, then the procedures set forth in Section 18-A.3 shall also apply, but with the following modifications in those cases in which the League has determined that it may impose Supplementary Discipline for On-Ice Conduct of zero (0) to five (5) game suspensions or a fine in excess of \$5,000:

- (i) Right to a Hearing and Timing of Hearings: The Player shall elect an in-person or telephonic hearing. The hearing shall be scheduled pursuant to the provisions of Section 18.8(a) and (b), but in no event later than two (2) days after the incident giving rise to the Supplementary Discipline for On-Ice Conduct. The Player, if subject to suspension, may not play in an NHL game pending the telephonic or in-person hearing and the League's determination.
- (ii) League Investigations: The League may conduct telephonic investigative interviews of Players and/or non-Players, provided that the NHLPA is given advance notice of such interviews and a reasonable opportunity to participate. Following such telephonic investigative interview, the League shall prepare a written summary of the information obtained in such interview ("Summary of Evidence") and provide the Summary of Evidence to the NHLPA. The Summary of Evidence may be presented as evidence at the hearing without the requirement of calling the interviewee as a witness, provided that:
 - (A) the NHL and the NHLPA agree that the Summary of Evidence is an accurate summary of the information provided by the witness during the interview, and
 - (B) upon receipt of the Summary of Evidence, the Player may request a delay in the commencement of the proceeding in order to be prepared for the hearing, which request shall not be unreasonably denied.

- (iii) Pre-Hearing Disclosures: The League shall provide as its pre-hearing disclosure the materials set out in Section 18.8(c) in addition to any Summaries of Evidence or other documents it intends to rely on at the hearing at least twenty-four (24) hours before the scheduled commencement of the hearing to the extent reasonably practicable, but in any event no less than eight (8) hours before the commencement of the hearing. In the event that the NHLPA intends to rely upon witnesses or documentary materials other than the oral statements of the Player, it shall provide the names of such witnesses and copies of such documentary evidence as soon as reasonably practicable, but in any event no less than two (2) hours in advance of the hearing.

18.5 *Disciplinary Alternatives.* Following its preliminary review, the League shall have the option to proceed with one of the following disciplinary alternatives:

- (a) No discipline of the Player;
- (b) A disciplinary fine of the Player, as set forth below in Section 18.7. For all fines in excess of \$5,000, the Player shall have the right to a telephonic hearing as set forth in Section 18.7(d). For fines of less than or equal to \$5,000, the provisions of subparagraph 18.7(c) shall apply;
- (c) A disciplinary suspension of zero (0) to five (5) games, in which case the Player will have the right to a telephonic hearing, as set forth in Section 18.8; or
- (d) A disciplinary suspension of six (6) or more games, in which case the Player will have the right to an in-person hearing, as set forth in Section 18.9.

18.6 *Notice of Supplementary Discipline for On-Ice Conduct.*

- (a) Immediately after the decision to hold a disciplinary hearing for Supplementary Discipline for On-Ice Conduct is made, the League shall provide notice of the pending hearing for Supplementary Discipline for On-Ice Conduct and the grounds for potential discipline to each of the Player, his Club and the NHLPA, in accordance with Exhibit 3.
- (b) The notice shall inform any Player subject to a potential suspension of six (6) or more games of his right to an in-person hearing, and advise such Player to immediately consult with the NHLPA before making any decision regarding the exercise of his right to an in-person hearing.

18.7 *Fines.*

- (a) The League may issue a fine for conduct that falls short of warranting a suspension.
- (b) A fine may be in an amount up to fifty percent (50%) of the Player's Paragraph 1 NHL Salary and Bonuses, but not including Performance Bonuses, divided by the number of days in the Regular Season, but in no event shall it exceed \$10,000 for the first fine and \$15,000

for any subsequent fine imposed in any rolling twelve (12) month calendar period. Player Salary and Bonuses forfeited due to a fine will be calculated based on a Player's Averaged Amount.

(c) For fines of \$5,000 or less the League shall, within seventy-two (72) hours of the completion of the game in which the incident took place, provide: (i) notice of the fine, (ii) an explanation of the fine, and (iii) written reports of on-ice officials and Officiating Managers (if any) to the fined Player, his Club and the NHLPA.

(d) Fines in excess of \$5,000 are subject to the telephonic hearing procedures afforded to Players subject to suspension of five (5) games or less, as set forth in Section 18.8.

(e) A recipient of a fine will not be treated as a "repeat" offender for purposes of calculating the amount of compensation that will be forfeited upon suspension pursuant to Section 18.15. However, such a disciplinary fine will carry consequences for the balance of that season and any further Supplementary Discipline for On-Ice Conduct that is imposed in that season will take into account the offense for which the Player has been fined.

18.8 Telephonic Hearings (0-5 Games). If the preliminary review indicates that a suspension of zero (0) to five (5) games may be appropriate, the League may proceed with Supplementary Discipline for On-Ice Conduct pursuant to a telephonic hearing, provided:

(a) The telephonic hearing shall be scheduled as soon as reasonably practicable after the incident.

(b) The League will use best efforts to schedule the hearing on a date and time acceptable to the NHLPA, but will not be obligated to delay such scheduling unreasonably in the event the NHLPA cannot make itself available for a telephonic hearing.

(c) Prior to the hearing, and as soon as practicable after scheduling of the hearing, the League shall provide to the NHLPA, in accordance with Exhibit 3, with the following, if available: (i) the video footage, (ii) written reports of on-ice officials and Officiating Managers, and (iii) written reports from a doctor(s) based on an examination of a Player involved in the incident in question, or written medical information from the Club concerning a Player involved in the incident in question if a doctor's report is not available.

(d) The Player has a right to participate in the telephonic hearing and may, with the assistance of a representative of his choosing, present evidence and argument in support of his position.

(e) Representatives of the Club and the NHLPA may also attend and participate in the hearing.

(f) Discipline in such cases will be imposed up to a maximum suspension of five (5) games.

18.9 In-Person Hearing (6 or More Games). If the preliminary review indicates that a suspension of six (6) or more games may be appropriate and/or further investigation is required, an in-person hearing will be conducted as follows:

(a) The Player shall remain suspended while the investigation and hearing is being conducted.

(b) Prior to the hearing, and as soon as practicable after scheduling of the hearing, the League shall provide to the NHLPA, in accordance with Exhibit 3, with the following, if available: (i) video footage, (ii) written reports of on-ice officials and Officiating Managers, and (iii) written reports from a doctor(s) based on an examination of a Player involved in the incident in question, or written medical information from the Club concerning a Player involved in the incident in question if a doctor's report is not available.

(c) The Player has a right to appear at an in-person hearing and may, with the assistance of a representative of his choosing, present evidence and argument in support of his position.

(d) Representatives of the Club and the NHLPA may also attend and participate in the hearing.

18.10 Timing of Suspensions. Whenever possible, suspensions for Supplementary Discipline for On-Ice Conduct will take effect beginning with the game immediately following the game in which the incident giving rise to the suspension occurred. As a general matter, a Player who is suspended shall serve a specific number of games.

18.11 Decision of League. The League shall notify the Club, the NHLPA and the Player, in accordance with Exhibit 3, of its decision regarding Supplementary Discipline for On-Ice Conduct before an announcement of such decision is made by the League to the media.

18.12 Appeal to Commissioner. The NHLPA, on the Player's behalf, may file an appeal to the Commissioner of any decision regarding Supplementary Discipline for On-Ice Conduct imposed by the League. The appeal shall be filed in writing no later than forty-eight (48) hours after the League's notification to the NHLPA of its determination. If the term of the suspension is ongoing, the Player shall remain suspended pending the appeal (but not longer than the duration contained in the initial decision). The Commissioner shall endeavor to hear all appeals on an expedited basis and will determine whether the decision was supported by clear and convincing evidence. In the event the League's underlying decision results in a suspension of five (5) NHL Games or less, the Commissioner shall determine in his sole discretion whether any type of hearing is required related to such review, and if he determines such a hearing is required, whether to hold a telephonic or in-person hearing. In the event the League's underlying decision results in a suspension of six (6) NHL Games or more, the Commissioner shall conduct an in-person hearing. The Commissioner shall have the authority to consider any evidence relating to the incident even if such evidence was not available at the time of the initial Supplementary Discipline for On-Ice Conduct decision. Except in cases involving a suspension of six (6) or more NHL Games which shall be subject to an appeal pursuant to Section 18.13 below, the decision of the Commissioner in an appeal shall be final and binding in all respects and not subject to review. For purposes of Section 18.13 below, the Commissioner's decision shall represent the complete and final decision of the League regarding whether the Player's conduct violated League Playing Rules, as well as the length of the suspension imposed on the Player.

18.13 Appeals to Neutral Discipline Arbitrator.

(a) If the Commissioner determines that the Player's suspension is six (6) or more NHL Games, after an appeal pursuant to Section 18.12 above, the NHLPA, on the Player's behalf, may file an appeal of the Commissioner's determination to the Neutral Discipline Arbitrator ("NDA"). Any such appeal to the NDA must be filed within seven (7) days from the issuance of the Commissioner's determination.

(b) An appeal to the NDA shall be heard on an expedited basis. If the term of the suspension is ongoing, the Player shall remain suspended pending the appeal (but not longer than the duration contained in the Commissioner's determination).

(c) The NDA shall hold an in-person hearing and shall determine whether the final decision of the League regarding whether the Player's conduct violated the League Playing Rules and whether the length of the suspension imposed were supported by substantial evidence. The NDA shall issue an opinion and award as soon as practicable. The NDA shall have the authority to consider any evidence relating to the incident even if such evidence was not available at the time of the initial Supplementary Discipline for On-Ice Conduct decision or at the time of the Commissioner's decision in connection with the appeal. The NDA shall have full remedial authority in respect of the matter should he/she determine that the Commissioner's decision was not supported by substantial evidence. The NDA's decision shall be final and binding in all respects and not subject to review.

18.14 Appointment of Neutral Discipline Arbitrator.

(a) There shall be one NDA jointly appointed by the parties, who shall serve for the duration of this Agreement, provided that, on July 1, 2013 and on each successive July 1, either party to this Agreement may discharge the NDA by serving written notice upon him/her and upon the other party to this Agreement on or before that date. The parties shall endeavor to agree upon the appointment of the NDA within thirty (30) days of the execution of this Agreement.

(b) If the NDA is discharged or unable or unwilling to continue in this position, the parties shall endeavor to agree upon the appointment of a successor NDA within the following sixty (60) days.

(c) The NDA appointed under this Section 18.14 should have substantial experience as an arbitrator or judge. Further, the NDA must be prepared to make such arrangements as are necessary to ensure his/her availability to conduct expedited hearings either in Toronto or New York on extremely short notice.

(d) During any period in which no NDA has been appointed by the parties, or in the event that the NDA is unable or unavailable to hold a hearing within a reasonable period of time, appeals that would be heard by the NDA may be heard and decided by the Impartial Arbitrator. In the further event that the Impartial Arbitrator is unable or unavailable to hold a hearing within a reasonable period of time, the parties shall immediately confer to appoint an ad hoc NDA for each appeal under then-current Labor Arbitration Rules of the American Arbitration Association.

Any arbitrator appointed pursuant to this Section 18.14(d) (either the Impartial Arbitrator or the ad hoc NDA) shall have all the qualifications and powers granted to the NDA under this Article.

18.15 Forfeiture of Compensation Upon Suspension. The amount of compensation that will be forfeited by the Player upon suspension shall be calculated on the following basis:

(a) for "first" offenders (first incident requiring Supplementary Discipline for On-Ice Conduct in the form of a game suspension determined pursuant to Section 18.15(d)), Player to forfeit one (1) day's Paragraph 1 NHL Salary and Bonuses, but not including Performance Bonuses, for each Regular Season Game lost (1/total number of days in the season measured from the date of the League's first Regular Season Game to the last, irrespective of the Player's team's schedule);

(b) for "repeat" offenders (second or more incidents requiring game suspension determined pursuant to Section 18.15(d)), Player to forfeit one (1) NHL Game's Paragraph 1 NHL Salary and Bonuses, but not including Performance Bonuses, for each Regular Season Game lost (1/number of Regular Season Games for each Regular Season Game suspended);

(c) Player Salary and Bonuses forfeited due to a suspension will be calculated based on a Player's Averaged Amount, as defined in Article 50 of this Agreement; and

(d) status as a "first" or "repeat" offender shall be re-determined every eighteen (18) months on a rolling basis. For example, where a Player is suspended for the first time, he becomes a repeat offender if he is suspended again within eighteen (18) months of the first incident. If he does not have another suspension within eighteen (18) months of the first incident, his next suspension will be treated as a "first" offense.

18.16 Use of Fine Money and Forfeited Salary.

(a) Monies forfeited shall not be included in Actual Club Salary.

(b) Within ten (10) days of the Club's final Regular Season Game, the Club involved shall furnish the League and the NHLPA with proof that any sums deducted from the Player's Paragraph 1 NHL Salary and Bonuses due to a fine or suspension were, in fact, deducted. The Club shall be responsible for paying an amount equal to the withheld Paragraph 1 NHL Salary and Bonuses to the League Office within ten (10) days of the amount being withheld.

(c) Subject to the following, no such sums shall be returned to the Player in any manner or form. Upon completion of the later of: (i) expiration of the time for requesting Commissioner review, (ii) any Commissioner decision which is not subject to further review, (iii) expiration of the time for requesting appeal to the NDA, or (iv) the NDA decision, the amount withheld, if any, shall be transferred to the NHL Players' Emergency Assistance Fund. The Player shall be repaid any amounts (where applicable) as a result of the Commissioner or the NDA reducing his penalty or pursuant to a direction of the Impartial Arbitrator.

18.17 Appeal of Automatic Suspension Arising from Violation of Playing Rules. In any case in which a Player is subject to automatic suspension pursuant to the Playing Rules, the Player

shall be entitled to appeal the discipline imposed. The appeal shall be heard by the Commissioner or his designee. The Commissioner or his designee may decide the appeal without holding a hearing, at his option. In the event that the Player's discipline results in a suspension of more than five (5) NHL Games imposed on the Player by the Commissioner pursuant to this Section 18.17, the NHLPA on behalf of the Player may file an appeal to the NDA pursuant to the provisions of Section 18.13 of this Agreement.

18.18 Public Comment. Public criticism of Supplementary Discipline for On-Ice Conduct is subject to Other Commissioner Discipline pursuant to Article 18-A.

18.19 Criminal Investigation. A Player subject to Supplementary Discipline for On-Ice Conduct may seek a reasonable delay in the proceedings in order to retain and seek the advice of counsel in the event his conduct is also subject to criminal investigation by any governmental authority, or in the event of an ongoing civil proceeding where the Player has been named as a defendant. The League may suspend the Player pending the League's formal review and disposition of the matter where the failure to suspend the Player during this period would create a substantial risk of material harm to the legitimate interests and/or reputation of the League.

18.20 Educational Videos. During Training Camp and on a periodic basis during the Regular Season the League shall make available to the NHLPA and the Players video footage of on-ice incidents that have warranted the imposition of Supplementary Discipline for On-Ice Conduct and educational video footage regarding points of emphasis. Such video footage shall serve as guidelines for acceptable and unacceptable play for purpose of Supplementary Discipline for On-Ice Conduct.

18.21 Explanatory Notice to Players. The NHL and the NHLPA shall distribute a copy of this Article 18 (or a summary memorandum, if one is agreed upon by the NHL and the NHLPA, to be updated as needed, that explains the principles and procedures of Supplementary Discipline for On-Ice Conduct as set forth in this Article) to all Players, Coaches and General Managers at the commencement of the Regular Season. Each Club must confirm in writing that it is in receipt of this Article 18 (or summary memorandum, if applicable), and that a copy has been given to each Player, with each Player providing a written acknowledgement of receipt.